

Law (En (19 32) Department.

25 SERIES.

G.O. No. 561

DATED

16-6-32

[Despatch Abstract.]

Starred Question

Mr. M. - Rangaswami Reddiyar

THE LAW () DEPARTMENT

495. Will the hon. the Minister for
Education and Excise be pleased to
state--

(a) whether there is a Government
Training School for Women in Hospet;

(b) whether there was a hostel attached
to it;

(c) whether it was closed last year, and
if so, when;

(d) whether after the closure of the hostel
the building rented for the purpose was
still retained and the teachers permitted
to live in ^{it} ~~the~~ rent free and if so, for how
many months;

(e) what was the monthly rent paid ~~to~~ ^{for}
the building and how much amount was paid
as rent after the closure of the hostel;

(f) whether the matron of the hostel was
also kept on after the closure of the
hostel and was paid her salary from pro-
vincial funds and if so, for how many months;

(g) what was the monthly salary of the matron and
how much amount was paid to her after the
closure of the hostel;

(h) who is responsible for this irregularity
and what is the total loss to Government
resulting therefrom;

(i) whether any report was received by the
Director of Public Instruction about this
irregularity and if so, when;

(j) whether the irregularity has been

reported to Government and if so,

then;

(k) if it has not yet been reported ,
why ~~has~~ it not yet been reported and
what are the reasons for the delay;

(l) Whether any orders have been issued
^{for} recovering the amounts from the
officers responsible for this irregularity
and whether any amounts have been realised
so far; and

(m) what steps Government propose to take
to prevent such irregularity in future?

PS.

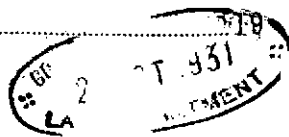
3

(57-2683 B2)
1.7-31

G.F. 32

EDUCATIONAL DEPARTMENT.

Received Registered 19 ..



Subject.

Hostel attached to the Government Training School for
Women, Hospet - Submitting report on certain
connected with the hostel -

ENCLOSURES.

No.

Spare copies

R.O.C. No. 256-G/31.

Station Madras, Dated the 1st October, 1931.

From (Name) R.G. GRIEVE, Esq., M.A., C.I.E.,
(Designation) AG: DIRECTOR OF PUBLIC INSTRUCTION.

To The Secretary to the Government of Madras,
LAW (EDUCATION) Department.

Sir,

(Pages 2 to 3 of Mr's file)

As promised in my No. 307-A/31 dated 11-9-31 being a
reply to a series of questions in the Legislative Council,
I have the honour to submit below a further report on the
diversion, etc., for other purposes of the building rented for
the hostel attached to the Government Training School for
Women, Hospet, and on some other matters relative to that
building.

2. The hostel was actually opened on 5-12-29, under the
sanction accorded in G.O. No. 2375 Law (Education) dated
14-11-29. It was located in a private building on rent of
Rs. 40/- per mensem. Almost immediately after the opening of
the hostel, (P.T.C.)

the hostel, the training classes were removed from the temporary thatched shed constructed for them in the Municipal School building and accommodated along with the hostel in the building rented for the latter. As for the circumstances that led to the removal of the training classes from the temporary shed to the building occupied by the hostel, it is reported that the shed in question was considered to be unsafe for obvious reasons and that consequently it was thought not desirable to leave in the shed any Government property, such as books, apparatus, permanent advance, bonus, registers, account books and other valuable articles. As a matter of fact, the shed is located in the bazaar part of the town exposed to the dust, bustle and noise of the three streets running close to it. Further, the compound walls of the Municipal School building are too low to afford any degree of privacy. The shed is, however, being used for classes in music and Kindergarten subjects. Moreover, the removal of the training classes to the hostel building was first effected as a temporary measure in the hope that the Municipal Girls' school building would be taken over by Government as a practising school in which case the difficulties mentioned above would to a large measure disappear. But the Municipal school was not taken over by Government and the training classes are therefore being continued in the hostel building. While the reasons adduced ^{above} ~~supra~~ would appear to justify the removal of the training classes to a building specifically rented for the purposes of a hostel, at the same time I feel that the diversion for training school purposes of part of the building specifically rented for the hostel is not in order and the matter was not submitted to me for orders in time. This requires the ratification of Government, for which I now apply.

3. There is another issue relating to this hostel. It worked from 5-12-29 to 16-4-30 and was closed on 29-5-30. During this period the strength of the hostel was only 3, though it was anticipated in my letter to Government R.C.No.449-A/26 dated 21-10-29 disposed of in G.O.No.2375 Law (Education) dated

14-11-29 that 12 to 14 students might require the facilities of a hostel. It was, however, hoped that the strength of the hostel would increase from the beginning of the school-year 1930-31. This hope was not realised, and the hostel did not work during the whole year 1930-31. But the building rented for the hostel was not given up; on the contrary, it was retained continuously from 29-5-30 when the hostel was actually closed till 22-7-31 when it was re-opened in the same building with 13 boarders. During this period the training classes were held in the building and the Headmistress and an Assistant of the school were permitted to occupy portions of the building now and then. Miss Britto, who was appointed as Headmistress from 21-7-30, used a portion of the hostel building for residential purposes from that date till 30-4-31, while Miss Lulyil an Assistant, was permitted to reside in a portion of the same building from 1-8-30 to 20-3-31. Both these officers have paid rent for the accommodation at the rates of Rs.6/- and Rs.6-10-0 per mensem recommended by the Public Works Department.

It may be seen from the facts stated above that the building rented for the accommodation of the hostel was used for entirely different purposes from 1-8-30, the latest date by which the building in question should have been vacated and handed over to the landlord, till 22-7-31, when the hostel was revived and that rent at Rs.40 per mensem was paid during this period of 11 months without proper justification. The fact that the hostel could not be worked during 1930-31 should have been known to the Inspectress at the latest when the school re-opened after the Summer holidays of 1930, and the proper course for her was to remove the Training classes to the shed and give up the rented building. It is therefore difficult to defend the retention of the building beyond 1-8-30 as also the expenditure of Rs.440/- on rent. I have taken 1-8-30 for the purpose of calculation, as the landlord is entitled to a month's notice from 1-7-30. There are two alternative open now:- either to regularise the action taken, by considering that the training school required better accommodation having regard to the nature of

of the shed described in the former portion of this letter and the fact that rent according to the rates prescribed by the Public Works Department has been recovered from the occupants of the surplus portion of the rented building, or to order recovery of the entire rent of Rs.440/- i.e., from 1-8-30 to 30-6-31 at Rs.40 per mensem from the officers responsible for the irregularity after following the prescribed procedure. I solicit definite orders of Government on this point. I recommend the former course for the consideration of Government as there is no doubt that the officers concerned acted with the best of intentions, and did not realise that there was any irregularity.

4. There seems also to be a third issue in connection with this hostel. During the period from 5-12-29 to 16-4-30 when the hostel worked for the first time, the Headmistresses in succession were appointed as part-time matrons of the hostel for the sake of three students and permitted not only to draw the special pay of Rs.15 per mensem but also to live rent-free in the hostel. In regard to the above, it was contended when explanations called for, =(sincerely enough)- that G.O.No.1344 Law (Education) dated 6-8-25 permits the grant of the matron's allowance as well as the concession of rent-free quarters to officers who live in the hostel and supervise the work of the hostel and for whom no separate quarters are provided. It is further argued that in accordance with the spirit of the above G.O. and its appendix, further additions and modifications have to be made so as to cover subsequent cases in which the double concession of rent-free quarters and matron's allowance has been granted, and with this addition the irregularity pointed out in this particular case would cease to exist. To me, however, the above interpretation of the G.O. appears doubtful and orders of Government are requested.

5 I request the orders of Government on the three questions raised in this letter:-

(i) Approval of the existing arrangement under which the training classes and the hostel are held in one building on a rent of Rs.40 per mensem;

+ 7

(ii) the recovery of the entire rent of Rs.440/- paid during the period when the hostel did not work (but the training classes and certain officers were accommodated in the building) or the recovery of rent only for the portions of the private building occupied by officers; and

(iii) liability to recovery of rent from officers who enjoyed free quarters and also drew the matron's allowance.

I have the honour to be,

Sir,

Your most obedient servant,

S. R. U. Sanyal

for Director of Public Instruction.

M.R.P.1/10.

1/10

670

Draft answer.

8/11 ✓
22
7.12

3d red question

Mr. M.B. Ranganaswami Reddiyar

THE HON. (EDUCATION) DEPARTMENT

* 495. Will the hon. the Minister for Education and Excise be pleased to state--

(a) whether there is a Government Training school for women in Hospet;

(a) Yes;

(b) whether there was a hostel attached to it;

yes

(b) ~~There is a hostel attached to the school.~~

(c) whether it was closed last year, and if so, when;

(c) Yes; ~~on 29-5-30~~ in July 1930

(d) whether after the closure of the hostel the building, rented for the purpose was still retained and the teachers permitted to live in it rent free and if so, for how many months;

(d) The building was retained. The teachers were not permitted to live in it free of rent.

(e) what was the monthly rent paid to ~~for~~

the building and how much amount was paid .

as rent after the closure of the hostel;

Rs 40

The monthly rent was Rs 40

(e) A rent of Rs 40 a month was paid ~~for the~~ period from 29-5-30 to 21-7-31 when the hostel remained closed.

Rs 480

The total amount was Rs 550.

(f) whether the matron of the hostel was also kept on after the closure of the hostel and was paid her salary from provincial funds and if so, for how many months;

(f) No.

(g) what was the monthly salary of the matron and how much amount was paid to her after the closure of the hostel;

(g)

Rs. 15; the latter portion of

the question

Does not arise.

(h) who is responsible for this irregularity and what is the total loss to Government resulting therefrom;

(i) whether any report was received by the Director of Public Instruction about this irregularity and if so, when;

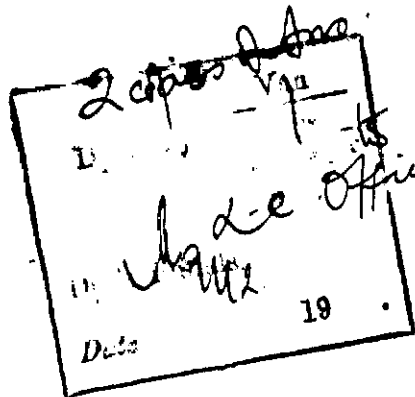
(j) whether the irregularity has been

reported to Government and if so,

when;

(k) if it has not yet been reported
why ~~has~~ it not yet been reported and
what are the reasons for the delay;
(l) whether any orders have been issued
for recovering the amounts from the
officers responsible for this irregularity
and whether any amounts have been realised,
so far; and

(m) what steps Government propose to take
to prevent such irregularity ^{as} in future?



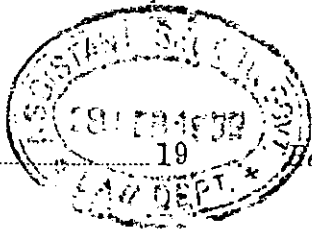
A report regarding the
(h) to (m). The irregularity in detain-
ment of the rented ~~after the~~
~~the building for the period~~ the hostel
was
remained closed is being enquired into.
has been received. The
matter is being further
enquired into further.

SA
29.10.31.

45
29.10.

Educational

11. *En: 762B*
DEPARTMENT *29.2.32* C.F. 30.



Received

Registered

19

Subject.

Payment of rent for the hostel attached to the Government
Training School for Women, Hospe

ENCLOSURES.

No.

R.C.

No. 256 G/31

Spare copies

Station Madras

Dated the 25- 2- 32

19

From (Name) R.G.Grieve Esq., M.A. C.I.E.,

(Designation) Ag. Director of Public Instruction,

M a d r a s.

To The Secretary to the Government of Madras,

Law (Education)

Department.

Sir,

Reference: G.O.No.Ms. 2091 Law (Education) dated
7th December 1931.

(Q) In para 2 of the above G.O, Government required me
to call upon the officers concerned to show cause why they
should not be asked to make good the loss caused to
Government by the fact that, though the hostel attached
to the Government Training School for Women, Hospet, was
closed during the period 29th May 1930 to 22nd July 31,
the rented building was not vacated but continued to be
used for holding training classes and also as a
residence for certain members of the staff. I was further
required to obtain and submit to Government the
explanation of the officers concerned together with my

remarks thereon." As the Deputy Directress assumed responsibility- a responsibility which as this letter shows, has no serious significance- and at the same time submitted that the matter as explained to Government in my letter R.C.No. 256 G/31 dated 1st October 1931 was not adequately presented, I had the whole file and matter re-examined in the light of the submission made by the Deputy Directress, by the Deputy Director dealing with personnel. In the light of the detailed report now submitted to me, I consider that some of the statements contained in my letter R C No. 256 G/31 dated 1st October 1931 require modification.

The circumstances under which the training classes were removed to the building rented for the hostel immediately after the opening of the hostel have already been reported to Government and it was admitted that sanction of Government ought to have been obtained for the diversion for training school purposes of part of the building rented for the hostel. This irregularity was, however,) condoned by Government in G.O.No. MS 2091 Law (Education) dated 6th December 1931.

2. Government were informed that there was a further irregularity in that the building was retained for the use of the school and also as residence for some of the teachers during the period 29th May 1930 to 22nd July 1931 even though the hostel remained closed. It was suggested that the building should have been given up and that the training classes should have been immediately retransferred to the shed. As a result of the statement contained in my letter R.C. No. 256 G/31 dated 1st October 1931 Government concluded that failure to vacate the rented building during the period 29th May 1930 to 22nd July 1931 had resulted in loss to the State in the shape of rent for the building, and in view of this, Government have in para 2 of G.O. No. 2091 MS Law (Education) dated 7th December 1931 required me to obtain the explanation of the officers concerned. On a careful consideration of the facts, I have come to the conclusion firstly that the decision to remove the school to the hostel building and again to retain it there even after the building had ceased to be used as a hostel was in itself sound and can be justified in as much

as it was based on valid educational grounds and secondly that irregularity attached not to the decision to retain the school in the rented building during the period 29th May 1930 to 22nd 1931, but to the failure to obtain the required sanction of Government. In examining this case my office was so obsessed with the question of irregularity that the distinction between the measures adopted and their ^{manner} (manner) of execution became somewhat obscured and it was not clearly realised that irregularity attached only to the manner in which certain decisions were carried out and ^{not} to the decisions themselves. The real issue was not clearly submitted. As a result it was held that there was no justification for having continued the school in the rented building after the date on which the hostel was closed for the vacation viz, 29th May 1930. The fact is that the continuance of the classes in the rented building even after the hostel had ceased to exist can be fully justified on the following grounds: The temporary shed was not only unsafe but was also insufficient to accommodate the school. All the classes had to be removed to the hostel building when the shed was under repair and even after repairs were over, it was not possible to accommodate all the classes in the inadequate accommodation provided in the shed. The Inspectress, the Headmistress and the Deputy Directress who visited the school were all of them convinced that it was not only desirable but even essential to use part of the rented building for locating ... classes. They have placed it on record that no other building could have been used except the one rented for the hostel for the reason that no other suitable building existed. During the first period of the working of the hostel i.e., the period December 1929 to May 1930 there were only three boarders and the removal of the school to the hostel building did not result either in inconvenience to the ... boarders or in loss to Government; on the other hand, under this arrangement it became possible to obtain for one and the same payment of rent a hostel as well as additional accommodation for the school. The hostel was closed on 29th May 1930 for the summer vacation; but it could not be known that students would not rejoin the hostel when

the school reopened in July. The building therefore continued to be rented during the summer vacation of 1930. The school reopened in July and admissions continued to be made till about the end of the month. As residential conditions in the town were extremely unsatisfactory attempts were made all through July to induce students to rejoin the hostel and it was only at the end of the month that it was realised that the idea of reopening the hostel would have to be abandoned, as all the students under training preferred to stay outside. If the building had been required solely for hostel purposes it could have been vacated at the earliest, on 1st September 1930, because the month's notice due to the landlord could have been given only on 1st August 1930 as it was only at the end of July that the Inspectress and the Headmistress became aware that the hostel could not be continued. The objection to this course appears when it is realised that every one connected with the working of the school considered that, whether a hostel existed or not, the rented building was essential for locating classes that could not be accommodated in the shed. It is clear that if the building had been vacated at this stage the requirements of the school would have made it necessary for me to have addressed Government once again for its rental solely for the use of the school. It has, however, to be admitted that the sanction of Government should have been obtained for the retention of the rented building after it was definitely known that it was not required for the hostel i.e., for the period 1st August 1930, the date on which admissions closed and students failed to come forward to join the hostel, to 30th June 1931, the date from which the building was again required for the use of the hostel also. In support of the statement that the building was essential for the location of the classes for which accommodation was not available in the shed, attention is invited to the fact that though the hostel was revived in July 1931, the rented building is even today being used for accommodating classes, thus making it evident that this building has since December 1929 been required for two different purposes each one of which would in itself have rendered its retention necessary. It cannot therefore be maintained that there was anything either

irregular or unsound in the decision to retain the building during the period that it was not required for the use of the hostel, nor can it be held that any loss was caused to Government in consequence of a decision based on sound educational grounds. As I have already explained, irregularity can be said to attach only to the failure to obtain the sanction that was required. The result of this failure has been that acts in themselves justifiable have been made to appear irregular because of the manner in which they were carried out.

3. During the period 1st August 1930 to 1st July 1931 the school continued to be held in the rented building, and as the hostel was not working and as there was more space than was required for the school, the portion rendered vacant by the closure of the hostel was rented out to some of the teachers who were required to pay rent at rates fixed by the P.W.D. It will therefore be seen that no rent was paid unnecessarily at any time. The training school required more accommodation than was available in the temporary shed. There was no other suitable building to which the school could be transferred. These facts rendered necessary the continued accommodation of classes in the rented building during the period the hostel was not working. It may be pointed out in this connection that even if objection is taken to the rent paid during the period that the building was not required for the hostel, the ~~hostel~~ ^{total} amount that can be objected to is only Rs. 295 and not Rs. 440. It has already been explained that admission continued till about the end of July 1930 and that even if the building had to be vacated, this could have been done only on 1st September 1930 as the month's notice required by the landlord could have been given, at the earliest, only on 1st August 1930 as it was only by that date that the authorities knew that no student would be forthcoming to join the hostel. It therefore follows that even on the basis of the admission contained in my letter No. C No. 256 G/31 dated 1st October 1931 objection as regards rent paid can refer only to the rent for the period 1st September 1930 to 30th June 1931, and not for the period 1st August 1930 to 31st

Rs. 2,105
(was corrected
in the margin)
page 11 below

page 16 below

June 1931. The total rent paid for this period amounts to Rs. 400 and from this total there has to be deducted the rent collected at rates fixed by the P.W.D from the teachers who were permitted to use portions of the building for residential purposes. The amount of rent so collected was Rs. 105/- and it will be seen that even if it is held that the rented building should have been given up when there was no hostel, the expenditure to which objection can be taken can only amount to Rs. 295 and not Rs. 440. After a careful consideration of the whole position I am now of opinion that there was no period during which the building was not required and consequently no period for which unnecessary rent was paid. While I am clear that the continued retention of the rented building was necessary, I realise equally clearly that the grounds for such retention should have been explained to Government and also that the rental of the building without the necessary sanction of Government was irregular. I have not, however, dwelt on the responsibilities that attached to the various persons concerned for the irregularities that have occurred. I am convinced that there was no intention on the part of either the office or the officers concerned to do anything that was irregular. Any failure that occurred was due to obsession with details to the exclusion of the main issue which should have been specifically stated and on which the orders of Government should have been taken. In the light of the circumstances stated, there does not appear to me to be any point in pursuing this question of responsibility, as it has only helped to concentrate attention on the irregularities to the exclusion of ^{right} ~~such~~ decisions that were taken on all the major questions connected with this school and its hostel. As the retention of the rented building during the time it was not required for the hostel was irregular in as much as the sanction of Government was not obtained, I request that Government may be pleased in the light of the facts stated to condone the irregularity that has occurred and also to accord ...

[permission for the continuance of the school in the rented building.

I have the honour to be,
Sir,
Your most obedient servant,

M. A. Candell

for Director of Public Instruction.

*This has already
been printed
para 3 of p. 2*

Edm 277B
15-5-27

Law Dept. III-8-2,000-22-12-30.

QUESTION.—No. 495

for the meeting of the Legislative

Council to be held on the

30-10-1931

— 157-207

SUBMITTED that two copies of this Question may be forwarded to the

Law (Edm) Department.

The Question has been admitted.

Ans
1578

157831

157831
LAW DEPARTMENT

U.O. No. , dated

To
The Law Edm Department.

Edn. Deptt

Starred Question No. 495 - P. 1-2-37

The D.P.D. may be requested
to offer his remarks on the
question. There is a training school for

Edn. 2434 B. 1
1-9-31
434 (Z)
11/7/31

(CPE) women teachers at Hospet. There
was also a hostel attached to it.
It is not known whether the hostel

has been closed. The Director may be consulted.

S/A
29.8.31.

As 31.8

DP 10.0

MINISTRY OF PUBLIC INSTRUCTION
2-SEP-1931
no (used)

(m) 2494 B
1-9-31
1493

There were 12
in the school
(page 4 of 80. 788)
2/5/27 (J)

1-9-31-207

U.O. Reply No. 307A/31
11.9.1931.

Clauses (a) and (b): Yes

Clause (c). Yes. on 29-5-30.

Clause (d): Yes. When the hostel was in existence the training classes were removed to the private building intended for the former. When the hostel was definitely closed in July 1930 for the time being the portion occupied by it was rented for residential purposes to two of the teachers of the training classes and this arrangement continued till the close of the academic year 1930-31. The hostel has since been reopened and is now working.

Clause (e): Rs.40 per mensem. Rs.551 is the aggregate amount payable as rent during the period the hostel remained closed.

Clause (f); No.

Clause (g): Rs.15 per mensem for the part-time matron. The second part of the question does not arise in view of (f) supra.

Clause (h) to (m)
I am a bit doubtful as to the reference of clauses (h) to (m) but assuming that they relate to the

to the matron, clauses (h) to (m) do not arise in view of (f) and (g) above

Even before the receipt of this question I had started an investigation into the question of the diversion of the rented buildings for other than hostel purposes without proper sanction. As soon as complete information on the subject becomes available Government will be addressed.

See D.P.S. Report submitted at pp 3-7 Cf.

11.9.31.

Edw. Dept

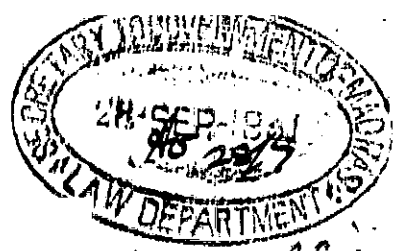
* not approved
rec'd below Cf

A draft answer is submitted for approval. The Director assumes that the irregularity referred to in clause (h) ^{of the question} relates to the matron. Apparently it ^{relates} to both the matron and the diversion of the building to other than hostel purposes. As there is no irregularity in the case of the matron, the question of the building is referred to in the draft answer.

Cga
22.9.31
8/2

The D.P.S. further report with reference to A above may perhaps be awaited before the question is answered. This may be done as I think.

Questions h to m refer to any irregularity which may have been committed



Report submitted at pp 3-7 Cf.

yes
8/2
28/9

113-7CF, C.No:2683 B. From the D.P.I, R.O.C.No: 256 G/31 d/
1-10-31.

3-7CF,

The Director has submitted the report referred to on page 3 ante on the question of the diversion for other purposes of ^{the} building rented for the hostel attached to the Govt Training school, for women, Hospet. He has raised three points for the orders of Govt- These are dealt with below.

cf para 5 - page 607.

2. Approval of the existing arrangement under which the training classes and the hostel are held in the rented building.

14-4-78/88
25-5-78

page 4 ibid.

pp 12-14

1-2-78

pp 3-4

2-2-78 13-4-78

para 3-14-407

In 1926, the D.P.I submitted proposals for the opening of a tempy. training school at Hospet. It was proposed to construct two sheds at a cost of Rs 400 each for the accommodation of the training school in the compound of the Munl. Girls' school which was to be utilized as the practising section for the teachers under training. It was also proposed to open a hostel for Hindu students of the training school and to incur an expenditure of Rs 20 a month on rent for the hostel and Rs 15 on allowance to a part-time matron. These proposals were approved in G.O.No: 788, d/ 2-5-27. The school was opened in 1927 but as the number of Hindu students was very small, the hostel was not opened. In 1929, the D.P.I asked for the revival of sanction to the opening of the hostel. It was then explained that both Hindu and Christian students would be accommodated in the hostel and that the rent for the building selected was Rs 40 a month. Sanction to this proposal was accorded in G.O.No. 2375 Edn, d/ 14-11-29. It is now reported that the hostel was actually opened on 5-12-29 in the rented building and that soon after, the training classes were also removed to that building from the sheds in the Municipal school compound. The hostel, however, ceased to work from 29-5-30 and was

page 5c7

revived only on 22-7-31. During this period, the training classes continued in the hostel building and a portion of the building was also used as residence etc, by two members of the staff of the school. At present, both the training classes and the hostel are held in the rented building. The shed is used for classes in music and kindergarten ~~xx~~ subjects.

B on page 4c7

The sanction of the D.P.I or the Govt should have been applied for to the removal of the training classes to the rented building in 1929. The Director, however, considers that there ^{was} justification for the removal and requests that the Govt may ratify it. He also requests that the existing arrangement under which both the training school and the hostel are held in the rented building may be approved. In the circumstances explained by him his recommendations may, it is submitted, be accepted.

copy

3. Recovery of the rent of Rs 440 paid for the period when the hostel was closed.

Para 3, p. 46 CF
page 7c7

A on 15.4.31

The Director states that the fact that the hostel could not be worked during 1930-31 should have been realized by the Inspectress at the latest when the school re-opened after the summer vacation of 1930 and that it is difficult to defend the retention of the building beyond 1-8-30. He suggests two alternative courses for the consideration of Govt, namely, either to regularize the retention of the building having ~~xxx~~ regard to the facts that the training classes required better accommodation and that rent according to the rates recommended by the P.W.D was recovered from the occupants of a portion of the building or to recover the rent of Rs 440 from the officers responsible for the irregularity. The Director recommends the adoption of the former course.

Para 5, p. 6 gcf

B on 14 CF.

It is observed that the shed constructed for the school is in the bazaar part of the town and that the compound walls are too low. Apparently, it was ^{with a view to} ~~in the interest~~ ^{avoid the risk of fire etc.} ~~of the safety of the students and of the school equipment~~ that the ^{school was} ~~classes were~~ removed to the rented building. It is, therefore, doubtful if the rent of the entire building should be recovered from the officers concerned. It will, perhaps, suffice if the Govt express their strong displeasure at the action of the officers in not having obtained sanction to the transfer of the classes to the rented building and ^{to their continuance} ~~to having continued them~~ in that building after the hostel was closed. Of the sum of

S
cf N on page 547.

Rs 440 referred to by the Director as the rent paid for the building from 1-8-30 to 21-7-31, a sum of nearly Rs 100 was collected as rent from the two members of the staff who occupied a portion of the building. The balance still to be recovered is Rs 340. Recovery from ~~any~~ pay of the whole or part of any pecuniary loss caused to Govt by negligence or breach of orders is one of the penalties provided for in rule 49 of the Civil Services (Classification, Control and Appeal) Rules. Before ordering the recovery, the explanation of the officers concerned will have to be called for. The Director has not reported who the ~~XXXXXX~~ officers are, who are responsible. From the Director's letter, it appears that the Inspectress was responsible. It is not known whether any other officer ^{is also concerned} ~~was also responsible~~. It is for orders whether the amount should be recovered and, if so, ^{whether} ~~whether~~ explanation may be called for or whether the course suggested at K above may be followed.

A.
ante

na 43/612
5 page 7 CF

4. Recovery of rent from headmistresses who enjoyed free quarters and also drew matron's allowance.

The Director reports that during the period from 5-12-29 to 16-4-30 when the hostel was working the headmistress who was appointed as part time matron of

page 4 14 CF

the hostel, drew the special pay of Rs 15 and also lived ~~free~~ ^{of rent} free in the hostel. The Director asks for the orders of Govt as to whether an officer who draws the matron's allowance may also be allowed to live in the hostel free of rent. In para 5 of G.O. 1344 Edn, d/ 6-8-25, it has been held that officers who perform hostel supervision but live in detached quarters or separate flats in the hostel premises should pay rent but receive remuneration for the hostel duties. As regards officers who do hostel duties and 'live-in' with students, the concession of free quarters and the grant of remuneration have both been allowed in the case of the hostels Nos-2 to 12 in the appendix to G.O. No: 1344, d/ 6-8-25. Attention is solicited to para 5 of Mr. J.B. Brown's note that on pages 9 and 10 of notes to G.O. It would seem that the intention was to allow this concession to the matrons of all hostels who lived in the hostels with the students. In these circumstances, it does not appear that rent should be recovered from the headmistress of the Hospe~~t~~ school who lived in the hostel and drew the matron's allowance.

5. The case may be sent to the Finance dept for remarks before circulation. The Legve. Council question on pages 1-2 of c.f. may be answered after Orders are passed on the questions raised in this file.

51-0
12.10.31.

A. As regards the question of recovery Rs 440 from the Officer responsible, the D.P. 1. does not give the names of the Officers concerned, nor has he submitted their explanations. The irregularity is, I submit, sufficiently

para 3 - page 6 above.

(H)

removed

1344 (H) removed

13/16

Q

* The SR. Magistrate,
Warrington, has been
deceased before

Edn. 2177 B-2
14-x-31

Other examples are
cases connected with
1) The Ice House Hostel, Trichinopoly
2) Civil Suits in respect of
the building for the women
teachers training school, Quater
#5

serious at least to warrant the
taking of formal explanations from the
persons responsible. The question whether
any amount should be recovered
from them may then be decided.
This is a further example of the laxity which
prevails in the women's branch of
the Edn. Service

#5
13/10
Fm

ct. 31860 Act
14.10.31
Special

Finance (Accounts).

Edn. dated 2-5-27, Government
approved the construction of two sheds at a total
cost of Rs.800 for the accommodation of the
temporary training school for Kanarese women
teachers at Hospet.

In G.O.2375 Edn. dated 14-11-1929, Government
sanctined the renting of a private building at
Rs.40 per month for the purpose of a hostel for the
Hindu and Christian students of the training school

2. The hostel was actually opened on
5-12-1929 in the rented building, and soon after,
the training classes were also removed (without
the sanction of the D.P.I. or Govt.) to that building
the sheds previously constructed being utilised
for classes in music and kindergarten subjects.

During the period from 29-5-1930 to 22-7-31
when the hostel did not work for want of students,
the training classes continued to be held in the

A 12 (3)
12-12-29
12-4-1930
page 2. page 307
K. page 400
B. page 400

rented building; a portion of the building was also ~~occupied~~^{used} for a part of this period by the Headmistress and the Assistant for residential purposes, rent being recovered from them at Rs.6 and Rs.6-10-0 respectively, as recommended by the P.W.D.

3. The points for consideration are:-

(i) Transfer of the training classes to the rented buildings in 1929 without competent sanction.

Office Note:- The D.P.I. has pointed out that there was justification for the removal of the classes to the rented building, though proper sanction should have been obtained.

He has accordingly recommended that Govt. may approve the existing arrangement of both the training classes and the hostel being held in the same building (rent Rs 40 p.m.).

Law (Edn) propose to accept this recommendation Submitted that this may be agreed to.

4. Recovery of rent (Rs.440) paid during the period, the hostel was closed.

Office Note. The D.P.I considers that the fact that hostel could not be worked during 1930-31 could have been known at the latest by July 1930 and that allowing for one month's notice to the owner of the building rent amounting to Rs.440 need not ~~accordingly~~ have been paid for the period of 11 months from 1-8-30 to 30-6-31. Law (Edn) propose to call for the explanations of the officers concerned for the irregularity and then decide whether any amount should be recovered from them.

Submitted that the proposal may be accepted.

5. (iii) Recovery of rent from headmistresses who enjoyed free quarters and also drew matron's allowance.

Office Note. During the period ^{from 5-12-29 to 16-4-30, when} the hostel was working ~~(5-12-29 to 16-4-30)~~ the headmistresses who

cf N on page 5c7.

T

C in para B - page 4c7.

cf para 5(i) - page 6c7
(portion marked P)

L on page 5a15
Vzh

A on page 5c7.

(8) Against this payment, a sum of about Rs 100 has been recovered as rent when the building was used for residential purposes. S on page 6a15 & Tabare.

N on page 8a15

Vzh

para 4 - page 6c7

who were appointed as part-time matrons of the hostel, drew the special pay of Rs. 15/ and also lived free of rent in the hostel. This has raised the question whether the headmistresses were entitled to both the concessions at the same time.

Law (Lan) point out that the intention of Govt. was to allow both the concessions to matrons of all hostels who lived in the hostels with the students (cf. para 5 of Mr. J.S. Brown's note on pages 9-10 of notes to G.O. 1344 Lan dated 6-1-31) and that accordingly, no recovery of rent need be made from the Head Mistresses.

Submitted that this deptt. may agree.

den 5 special pay
41 on pay 15-
7 Mr. Brown, N.I.I

M 1270 J

H
Remd
by law

Shro' Ex pre 16.10.31.
(para 3)
by CBR (para 5).
16.10.31

R
16.10.31
pvp
16.10.31
S
17.10.31
Vsh
17.10.31

H
20.10.

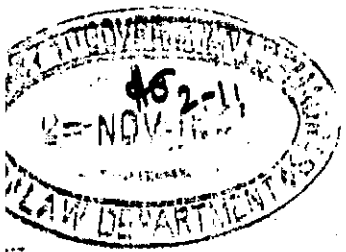
B
Juno 31860
20.10.31

Edn.

Edn. 2852 B
22/10/31

Edn Deptt

A draft order is submitted for consideration. ~~The file may be circulated to Mr. H.3. A draft answer to the L.C. question on pp 1-2 c.f. will be put up after orders have been passed on the points raised in the notes on pp 4-6 above.~~ is also submitted



24.10.31
29.10.31.

M/3

45 29.10
Please ask for an extension of time. I cannot deal with this question in such a hurry.

Extension of time for answering
the question has been obtained. Separate p.c.
The file may be recirculated
to Hon. M3.

Coa
3.4.31

SK
3.11.31

4.7.1

M3 In his reply at page 2.

above, the D.P.J. says that "the hostel was
definitely closed in July 1930": now he says
that it was closed on 29-5-30 (P.4 C.F.).
29-5-30 was perhaps the date on which
the school closed for the summer holidays.
If the hostel was definitely closed before
the summer holidays, why should the
Inspector or any other officer wait till the
re-opening to close the hostel (as suggested in
A.P.5 C.F.)?

The answer to clause (e) takes

page 9c7

the date of closure to be 29-5-30 & makes
out the total rent paid after closure to be Rs 550/.

The D.P.J. reduces it to Rs 480/- by deducting the
rent for a month period of notice, namely Rs 440/.

~~There was a definite decision to close taken~~
on 29-5-30? If so the liability will attach from
that date or at least from 29-6-30.

Please examine & note on the above
In answer to clause (g), we may give the
monthly salary: The remaining portion does not arise

page 5c2



page 9c2

SK
8/11

The D.P.J. may be consulted w. with
refce to Hon. Mr. 3's note above.

A no. note is subd. After his reply
is received the answers to clauses
(e) + (g) may be modified.

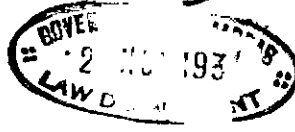
x sent 14/4

Cpe
12. XI. 3
814
14. 11. 31.

10
14-11

The B.I. report is correct. The
reference to the N. 2nd note above
A note is in the N. 2nd note
The B.I. report is correct. The
reference to the N. 2nd note above
A note is in the N. 2nd note
The B.I. report is correct. The
reference to the N. 2nd note above
A note is in the N. 2nd note
(9) (10)

277
C-21243



Education dept.

Government Training school for women, Hospet

Diversion of hostel building for other

purposes-D.P.I's letter R.C.C.No.

256 G/31, a/ 1-10-31.

1-3-7 CF

27 N.F.

1-4-5 CF

1-5 CF

In his u.o note No: 307 /31, dated 11-9-31, the D.P.I stated that the hostel attached to the Govt Training school for women, Hospet; 'was definitely closed in July 1930.' In para 3 of his letter quoted above he says that the hostel worked from 5-12-29 to 16-4-30 and was closed on 29-5-30. It is also stated that the fact that the hostel could not work during 1930-31, should have been known to the Inspectress at the latest when the school reopened after the summer holidays of 1930 and that the hostel building should have been vacated from 1-8-30. On this assumption the loss in rent is calculated at Rs 440. If the hostel was closed on 29-5-30, the loss amounts to Rs 550. It is not clear whether a definite decision to close the hostel was taken on 29-5-30. It is not also clear why, if the hostel was actually closed on 29-5-30, the Inspectress or other officer concerned should be allowed time till the reopening of the school after the summer holidays to decide the question of closing the hostel. The D.P.I may be requested u.o to note further on these points.



Gdn. 277 B-3
16-11-31

S/K
12-11-31

AS
14-11
D.P.I. 6.0
P.T.O.

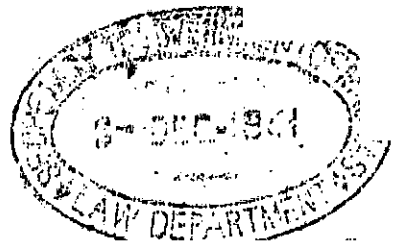
U.O. Reply No. 253777 24.11.31

The hostel was actually closed on the date mentioned in the Secretariat note, but whether this was final could not be stated as new admissions take place only in July, and it was not therefore possible to forecast at the end of the previous school year whether a hostel would be a success or not next school year i.e. whether the closed hostel could be reopened.

X29 5-30

5246 B
26-11-31

1299
24.11.31.



Eden Dept

In view of the Director's note above it is for orders whether the hostel may be considered as having been closed in July 1930. In that case the total rent paid for the building after the closure of the hostel will be Rs. 480. ~~handwritten notes~~ The file may be recirculated to H.M. 113. for approval after ~~handwritten notes~~

② Including rent for a month's period of notice

GA 30.11.31 It is suggested that the hostel may be taken to have been closed from July 1930

811 1.12.31 Since according to the D.P. 1's report, it was hoped that the strength of the hostel would increase from the beginning of the school year 1930-31 - a hope which was not realised.

A on p. 5. c.f.

yes. Please amend the answer accordingly

AD 2/12

M3.

2/12

pages 8-10d7

It does not seem necessary
to alter the date
29.5.31 in the
draft order.

1 think not
AO

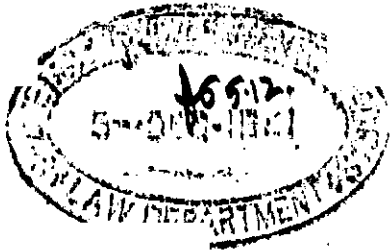
CJA
3.11.31

8/19
3.12.31.

173

8/19
5/12.

15
45 4/12



(2) G.O. 2091 Ed, 8.7.12.317

pages 11-16c7

C.762 B - From the D.P.I., R.C.No.256 G/31, dated
25-2-32.

Please see the orders in para 2 of G.O.

No.2091 Education, dated 7-12-31, and the D.P.I.'s
reply at pp 11-16 of c.f. The Director reports that
the irregularity in connection with the ^{diversion} ~~devotion~~ of
the hostel building ^{at} ~~in~~ Hospet ^(to other purposes) without Government
sanction has since been re-examined and that the ^{fact} ~~matter~~
^{was not correctly presented to} ~~was not put before~~ the Govt. in his previous
letter dated 1-10-31, ~~was not adequately presented.~~
The main point that is urged by the Director now is
that the rented building was required for the
accommodation of the training classes even when the
hostel was not working and that rent was not paid for
the building unnecessarily at any time. In effect,
he suggests that the building should be treated as
having been rented ^{primarily} for the training school, and ~~not~~
~~for the hostel~~. It is a pity that the Director did
not enquire into the matter fully in the first instance
especially when there was a Legislative Council
question on it. Even now the Director admits that
the sanction of Govt. should have been obtained to
the use of the building for school purposes but

P.2 of c.f.

P.1 of c.f.

recommends that in the circumstances explained by him the irregularity may be condoned. He points out that even if the building is treated as having been taken on lease only for hostel purposes, the total expenditure on rent that could be objected to was only Rs 295 and not Rs 440 as originally reported by him. It is for consideration whether the Director's present recommendation will be accepted or ~~the~~ explanations may be obtained from the officers concerned for not obtaining the sanction ~~from~~ Govt to the use of the building for ~~other~~ other than hostel purposes. ~~purposes should be called for.~~

pages 5-16

2. The L.C. Question on pp 1 & 2 of c.f. was answered in the Council on 26-1-32 and there were no supplementary questions..

C.P.A.
6.3.32

8/9
10/3/32

This is not the first case in which the D.P.I. has either ~~been~~ been ~~in~~ in bad ~~noting~~ noting, or has not studied a file. ~~d. 10/2~~
Circumstances now explained the the Govt. may need not order the recovery of any money from the Officer responsible for the irregularities but may express their disapproval with their action in retaining the building after the closure of the hostel without obtaining the permission of Govt. The other irregularities the transfer of the building

pages 11-16 C 7

A

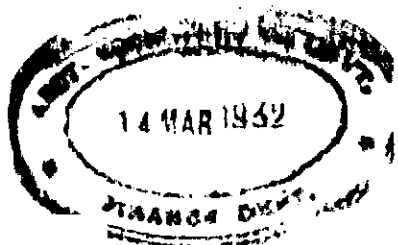
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classes to the hostel, has
been condoned, but I do not
think this second irregularity
can be. ~~Transferred~~ Finance may see

AS 12/3
Fin 0.0

M3

Edm: 762 B-1
14.3.32



10364 Act
14/3/32

submitted that the proposal at A
on page 16 above may be agreed to:

R
18.3.32
me
18.3.32

S
20.3.32

H
15/3

Edm

1 Fin 10364 Acts-100
26.3.32

Edm Dept

For orders as to circulation.

AS 29.3.



SL
28/3/32

M3 SL
3/4/3



A draft order is submitted.

Cpa
1.4.32
SL
1.4/32

M3 SL
1/4/4

AS 4/4 S
6/4/32

When received for Fair-copying.

Date.

Initials.

When copied ..

When examined ..

When signed ..

When despatched ..

READ AGAIN G.O. No.

dated

19

READ ALSO:—

C. No.

From the

No.

dated

19

19

ORDER.

This

No. 541, dated

16

4

1932

In the circumstances explained by the D.P.D., the Govt agree with him that the amount spent on rent for the hostel attached to the Govt Training School for women, Hrohet, for the period the hostel remained closed need not be recovered from the officers responsible for the retention of the building. They, however, view with disapproval the action of the officers in having retained the building during the period in

in question without obtaining
the previous permission of
the Govt

AS 4/4

819
4.4.32

To the D.P.J..

Yan!	
Dep. by	1st
M. S. M.	
Dpr's initials.	
Date	19